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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 ANGELENA SANDIFOR, BRENDA
11 BLANDON, JAMIE UTTERBACK,

12 Plaintiffs,

13 v.

14 COUNTY OF LOS ANGELES, LOS
15 ANGELES COUNTY SHERIFF'S
16 DEPARTMENT, LOS ANGELES
17 COUNTY SHERIFF JIM
18 McDONNELL, in his individual and
19 official capacity, DEPUTY
20 GIANCARLO SCOTTI, in his
21 individual and official capacity, and
22 DOES 1 to 10,

23 Defendants.

CASE NO. 2:18-cv-7650- DMG
(PLAx)

PROTECTIVE ORDER

[Assigned to Hon. Dolly M. Gee
Courtroom "8C"]

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25 **I. PURPOSE AND LIMITATIONS**

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Discovery in this action is likely to involve production of confidential or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (hereafter "this Order"). The parties acknowledge that this Order does not confer blanket protections on all disclosures or

1 responses to discovery and that the protection it affords from public disclosure and
2 use extends only to the limited information or items that are entitled to confidential
3 treatment under the applicable legal principles.

4 **II. GOOD CAUSE STATEMENT**

5 This action is likely to involve confidential information derived from
6 personnel records, investigatory documents, and other materials subject to privacy
7 protections for which special protection from public disclosure and from use for any
8 purpose other than prosecution of this action is warranted. Limiting disclosure of
9 these documents to the context of this litigation as provided herein will, accordingly,
10 further important law enforcement objectives and interests, including the safety of
11 personnel and the public, as well as individual privacy rights of plaintiff, the
12 individual defendants, and third parties. Such confidential materials and
13 information consist of, among other things, materials entitled to privileges and/or
14 protections under the following: the United States Constitution, First Amendment;
15 the California Constitution, Article I, Section 1; California *Penal Code* §§ 832.5,
16 832.7, and 832.8; California *Evidence Code* §§ 1040 and 1043 *et seq.*; the Privacy
17 Act of 1974, 5 U.S.C. § 552a; Health Insurance Portability and Accountability Act
18 of 1996 (HIPAA), Public Law 104-191, decisional law relating to such provisions;
19 and information otherwise generally unavailable to the public, or which may be
20 privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. Defendants also contend that such
22 confidential materials and information consist of materials entitled to the Official
23 Information Privilege.

24 Confidential information with respect to the Defendants may include but is
25 not be limited to: personnel files; internal investigative files and documents; email
26 and written correspondence records; and policies and procedures that are kept from
27 the public in the ordinary course of business, as well as other items subject to the
28 Official Information Privilege and other privileges. Confidential information with

1 respect to Plaintiffs may include: employment and financial records along with
2 psychological and medical notes, evaluations, reports, and treatment plans.

3 The parties reserve the right to challenge a designation of confidentiality
4 pursuant to the terms set forth under Paragraph 8 of this Order.

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately
7 protect information the parties are entitled to keep confidential, to ensure that the
8 parties are permitted to reasonably use such material in preparation for and in
9 conduct of trial, to address their handling at the end of the litigation, and serve the
10 ends of justice, a protective order for such information is justified in this matter. It
11 is the intent of the parties that information will not be designated as confidential for
12 tactical reasons and that nothing be so designated without a good faith belief that it
13 has been maintained in a confidential, non-public manner, and there is good cause
14 why it should not be part of the public record of this case.

15 **III. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
16 **SEAL**

17 The parties further acknowledge, as set forth in Section 14.3, below, that this
18 Order does not entitle them to file confidential information under seal; Local Civil
19 Rule 79-5 sets forth the procedures that must be followed and the standards that will
20 be applied when a party seeks permission from the court to file material under seal.

21 There is a strong presumption that the public has a right of access to judicial
22 proceedings and records in civil cases. In connection with non-dispositive motions,
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
25 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
26 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
27 require good cause showing), and a specific showing of good cause or compelling
28 reasons with proper evidentiary support and legal justification, must be made with

1 respect to material that a party seeks to file under seal. The parties' mere
2 designation of material as "CONFIDENTIAL" does not— without the submission
3 of competent evidence by declaration, establishing that the material sought to be
4 filed under seal qualifies as confidential, privileged, or otherwise protectable—
5 constitute good cause. Further, if a party requests sealing related to dispositive
6 motion or trial, then compelling reasons, not only good cause, for the sealing must
7 be shown, and the relief sought shall be narrowly tailored to serve the specific
8 interest to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79
9 (9th Cir. 2010). For each item or type of information, document, or thing sought to
10 be filed or introduced under seal in connection with a dispositive motion or trial, the
11 party seeking protection must articulate compelling reasons, supported by specific
12 facts and legal justification, for the requested sealing order. Again, competent
13 evidence supporting the application to file documents under seal must be provided
14 by declaration.

15 Any document that is not confidential, privileged, or otherwise protectable in
16 its entirety will not be filed under seal if the confidential portions can be redacted.
17 If documents can be redacted, then a redacted version for public viewing, omitting
18 only the confidential, privileged, or otherwise protectable portions of the document,
19 shall be filed. Any application that seeks to file documents under seal in their
20 entirety should include an explanation of why redaction is not feasible.

21 **IV. DEFINITIONS**

22 4.1 Action: *Angelena Sandifor, et al. v. County of Los Angeles, et al.*, Case
23 No. 2:18-cv-7650- DMG (PLAx).

24 4.2 Challenging Party: a Party or Non-Party that challenges the designation
25 of information or items under this Order.

26 4.3 "CONFIDENTIAL" Information or Items: Information (regardless of
27 the medium or manner in which it is generated, stored, or maintained) or tangible
28 things that qualify for protection under *Federal Rule of Civil Procedure* 26(c), and

1 as specified above in the Good Cause Statement.

2 4.4 Counsel: General Counsel of Record and House Counsel (as well as
3 their support staff).

4 4.5 Designating Party: a Party or Non-Party that designated information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

7 4.6 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced or
10 generated in disclosures or responses to discovery in this matter.

11 4.7 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 4.8 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include General Counsel of Record or any other outside
16 counsel.

17 4.9 Non-Party: any natural person, partnership, corporation, association or
18 other legal entity not named as a Party to this action.

19 4.10 General Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advice a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 that has appeared on behalf of that party, as well as their support staff.

23 4.11 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and General Counsel of Record (and their
25 support staffs).

26 4.12 Producing Party: a Party or Non-Party that makes a Disclosure or
27 produces Discovery Material in this Action.

28 4.13 Professional Vendors: persons or entities that provide litigation

support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

4.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

4.15 Producing Party: a Party that makes a Disclosure or produces Discovery Material to the Receiving Party.

4.15 Receiving Party: a Party that receives a Disclosure or Discovery Material from a Producing Party.

V. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel (as defined by Sections 4.8 and 4.10) that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

VI. DURATION

Once a case proceeds to trial, information that was designated as “CONFIDENTIAL” or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the

1 commencement of the trial.

2 **VII. DESIGNATING PROTECTED MATERIAL**

3 **7.1 Exercise of Restraint and Care in Designating Material for Protection.**

4 Each Party or Non-Party that designates information or items for protection
5 under this Order must take care to limit any such designation to specific material
6 that qualifies under the appropriate standards. The Designating Party must
7 designate for protection only those parts of material, documents, items or oral or
8 written communications that qualify so that other portions of the material,
9 documents, items or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper
13 purpose (e.g., to unnecessarily encumber the case development process or to impose
14 unnecessary expenses and burdens on other parties) may expose the Designating
15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection, that Designating Party must
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 **7.2 Manner and Timing of Designations.** Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 7.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion of the material on a page qualifies for
2 protection, the Producing Party also must clearly identify the protected portion(s)
3 (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and
7 before the designation, all of the material made available for inspection shall be
8 deemed "CONFIDENTIAL." After the inspecting Party has identified the
9 documents it wants copied and produced, the Producing Party must determine which
10 documents, or portions thereof, qualify for protection under this Order. Then,
11 before producing the specified documents, the Producing Party must affix the
12 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
13 portion of the material on a page qualifies for protection, the Producing Party also
14 must clearly identify the protected portion(s) (e.g., by making appropriate markings
15 in the margins).

16 (b) for testimony given in depositions that the Designating Party identifies
17 the Disclosure or Discovery Material on the record, before the close of the
18 deposition all protected testimony.

19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 "CONFIDENTIAL." If only a portion or portions of the information warrants
23 protection, the Producing Party, to the extent practicable, shall identify the protected
24 portion(s).

25 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party's right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 8.2 Meet and Confer. The Challenging Party shall initiate the meet and
8 confer process outlined in Local Rule 37.1, *et seq.*

9 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
10 joint stipulation pursuant to Local Rule 37-2.

11 8.4 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is
17 entitled under the Producing Party's designation until the Court rules on the
18 challenge.

19 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 9.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of Section XV, *infra*.

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s General Counsel of Record in this Action, as well
6 as employees of said General Counsel of Record to whom it is reasonably necessary
7 to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound,” attached and hereafter referred to
13 as “Exhibit A.”

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed Exhibit A.

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
23 requests that the witness sign Exhibit A; and (2) they will not be permitted to keep
24 any confidential information unless they sign Exhibit A, unless otherwise agreed by
25 the Designating Party or ordered by the court. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material may be separately
27 bound by the court reporter and may not be disclosed to anyone except as permitted
28 under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

X. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of this Order in this
11 Action, the relevant discovery request(s), and a reasonably specific description of
12 the information requested; and

13 (3) make the information requested available for inspection by the Non-
14 Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within
16 fourteen (14) days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive
18 to the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that is
20 subject to the confidentiality agreement with the Non-Party before a determination
21 by the court. Absent a court order to the contrary, the Non-Party shall bear the
22 burden and expense of seeking protection in this court of its Protected Material.

23 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Order, the Receiving Party must immediately (a) notify in writing the Designating
27 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
28 unauthorized copies of the Protected Material, (c) inform the person or persons to

1 whom unauthorized disclosures were made of all the terms of this Order, and (d)
2 request such person or persons to execute Exhibit A.

3 **XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection,
7 the obligations of the Receiving Parties are those set forth in *Federal Rule of Civil*
8 *Procedure* 26(b)(5)(B). This provision is not intended to modify whatever
9 procedure may be established in an e-discovery order that provides for production
10 without prior privilege review. Pursuant to *Federal Rule of Evidence* 502(d) and
11 (e), insofar as the parties reach an agreement on the effect of disclosure of a
12 communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement in a subsequent
14 stipulation to the court.

15 **XIV. MISCELLANEOUS**

16 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 14.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Order, no Party waives any right it otherwise would have to object to disclosing or
20 producing any information or item on any ground not addressed in this Order.
21 Similarly, no Party waives any right to object on any ground to use in evidence of
22 any of the material covered by this Order.

23 14.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Local Civil Rule 79-5. Protected Material
25 may only be filed under seal pursuant to a court order authorizing the sealing of the
26 specific Protected Material at issue. If a Party's request to file Protected Material
27 under seal is denied by the court, then the Receiving Party may file the information
28 in the public record unless otherwise instructed by the court.

1 **XV. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section VI, *supra*,
3 within 60 days of a written request by the Designating Party, each Receiving Party
4 must return all Protected Material to the Producing Party or destroy such material.
5 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60 day deadline that
10 (1) identifies (by category, where appropriate) all the Protected Material that was
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any
12 copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
16 and trial exhibits, expert reports, attorney work product, and consultant and expert
17 work product, even if such materials contain Protected Material. Any such archival
18 copies that contain or constitute Protected Material remain subject to this Order as
19 set forth in Section VI, *supra*.

20 **XVI. VIOLATION**

21 Any violation of this Order may be punished by appropriate measures
22 including, without limitation, contempt proceedings and/or monetary sanctions.
23

24 DATED: December 11, 2018

25 

26
27 HON. PAUL L. ABRAMS
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on [date] in the case of *Angelelena Sandifor, et al. v. County of*
Los Angeles, et al., Case No. 2:18-cv-7650- DMG (PLAx). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order. I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____